

**AMENDMENT OF OIL AND GAS LEASE**
Suzanne Henderson

This Amendment of Oil and Gas Lease ("Amendment") is entered into by and between **Gary A. Noland and wife, Millie T. Noland** (jointly, "Lessor") and **XTO Energy Inc.** ("Lessee") on this 23 day of April, 2009.

Recitals

- i. Lessor has heretofore executed that certain Paid Up Oil and Gas Lease dated August 3, 2006 (the "Lease") to David H. Arrington Oil & Gas, Inc. ("Arrington") covering 28.15 acres of land, more or less, in Tarrant County, Texas, a copy of which is recorded as Document Number D206325361 in the public records of Tarrant County, Texas. The Lease was thereafter amended by an Amendment and Extension of Oil and Gas Lease dated July 7, 2008 (the "July 2008 Lease Amendment") recorded as Document Number D208268474 in the public records of Tarrant County, Texas.
- ii. By Assignment dated September 1, 2007 (recorded as Document Number D207355178 in the public records of Tarrant County), Arrington assigned the Lease to Lessee.
- iii. Lessor and Lessee wish to further amend the Lease as more particularly set forth herein.

Amendment

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- I. Paragraphs 16, 17, 19, 22, 23, 26, 27, 28 and 29 of Exhibit "A" to the Lease are deleted in their entirety and replaced with the following provisions:

16. OIL AND GAS ONLY/EXCLUDED MINERALS

Notwithstanding anything contained in the Printed Form to the contrary, this Lease covers only oil and gas, including other liquid and gaseous hydrocarbons produced through a well bore, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with such oil, gas and other liquid or gaseous hydrocarbons, but this Lease does not cover or permit the production of gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type from the Leased Premises separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

17. POOLING/PUGH HORIZONTAL

Paragraph 6 of the Printed Form is stricken in its entirety and replaced with the following:

- A. Lessee shall have the right to pool all, but not a portion of, the Land with other acreage contiguous thereto to form a pooled unit or units for the production of oil and gas. A pooled unit may not exceed 320 acres, plus a 10% tolerance. The Lessee of record shall file for record in the Real Property Records where the Land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the Land the operations or production shall be considered as operations on or production of oil or gas from the Land, whether or not the well is located on the Land. For the purposes of computing the royalties to which owners of royalties payments out of production shall be entitled on

production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the Land and included in the pooled unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this Lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of such production whether it be oil and gas, or either of them, so allocated to the Land and included in the unit just as though such production was from the Land.

- B. Following the expiration of the primary term of this Lease, upon the expiration of any extension or renewal of the primary term, or after cessation of operations as provided herein, whichever occurs last, Lessee shall release all rights lying more than one hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation that is then being produced in paying quantities on the Leased Premises or lands pooled therewith; provided, however, if Lessee is then engaged in operations on the Leased Premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between said operations.

19. SHUT-IN ROYALTY CLAUSE

Notwithstanding any provisions of the Printed Form to the contrary, it is expressly agreed and understood that Lessee's right to maintain this Lease in force after the expiration of the Primary Term hereof by the payment of shut-in gas royalty under Paragraph 4 of this Lease shall be limited to recurring periods after the Primary Term not to exceed twenty-four (24) months in aggregate. Further, notwithstanding the provisions contained in Paragraph 4 of the Printed Form, the annual shut-in amount shall be Twenty Five Dollars (\$25.00) per net mineral acres, payable within ninety (90) days after the date on which gas ceases to be sold after the end of the primary term. This Lease shall terminate if Lessee fails to timely pay or tender such sum as shut-in royalty.

22. INDEMNITY

Lessee hereby releases and discharges Lessor, along with Lessor's guests, invitees, heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the Leased Premises or at the Production Drillsite (hereinafter defined) or any operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims, liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including those related to environmental hazards on or under the Leased Premises or at the Production Drillsite or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the Leased Premises or at the Production Drillsite or operations site; those arising from Lessee's use of the surface or subsurface of the Leased Premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its

directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. Lessor, if it so elects shall have the right to participate in its defense in any suit or suits to which it may be a party, without relieving Lessee of the obligation to defend Lessor.

23. ATTORNEY'S FEES

If Lessor or Lessee files a legal action to enforce any express or implied obligation of this Lease and receives a favorable judgment from a court of competent jurisdiction, then the prevailing party shall, upon entry of a final judgment, be entitled to recover from the other party all costs of such legal proceedings including attorney's fees.

26. SURFACE PROVISIONS

- A. Notwithstanding any other section of this Lease, Lessor retains, and Lessee waives, all rights to the surface of the Leased Premises, except to the extent of the specific surface rights granted to Lessee in this Paragraph 26. There is no broad grant of a surface easement in the Leased Premises to Lessee implied in this Lease, and except for the rights granted to Lessee herein, Lessee shall and does hereby waive its right to use the surface of the Leased Premises for the purpose of exploring for, developing, drilling, producing, transporting, or any other purpose incident to the development or production of the oil, gas, or minerals in and under the Leased Premises or adjoining properties.
- B. Lessee, its successors, assigns, lessees, contractors, subcontractors, representatives and agents shall have a nonexclusive surface easement and right-of-way (the "Surface Easement") to provide Lessee ingress and egress from, and the right to use and occupy those portions of the surface of the Leased Premises shown on Exhibit "B" attached hereto, and an exclusive subsurface easement for well bores to drill across, through and under the Leased Premises. The Surface Easement granted to Lessee herein is limited to the specific Drillsite (as hereinafter defined), access road and areas, and pipeline construction area specifically identified on Exhibit "B" attached hereto. Lessee shall have no surface rights with respect to the remainder of the Leased Premises. After Lessee has established and constructed the pad site, Lessee shall have the exclusive use of the surface of the Drillsite.
- C. The Surface Easement shall commence as of the date hereof and shall continue for so long as the Surface Easement is used for any of the purposes set forth above. Should the Lessee cease to use the Surface Easement for any such purposes for a period in excess of one (1) year, such cessation of use shall constitute an abandonment of the Surface Easement. It is the intent of this Lease to provide Lessee access rights to and use of the Surface Easement only for so long as Lessee is either drilling, completing, reworking or producing a well drilled under the terms of this Lease, and for so long as any such completed well is producing in paying quantities. If Lessee desires to assign its interest in and to this Lease, Lessee shall have the right to do so, and any such assignment shall be subject to the terms and conditions hereof.

- D. Upon execution of this Amendment, as initial consideration for the Drillsite, Lessee shall pay Lessor the sum of Twenty-Five Thousand Dollars (\$25,000.00). Upon approval of a permit for the Drillsite by local authorities, Lessee shall pay Lessor an additional sum of Twenty-Five Thousand Dollars (\$25,000.00). Thereafter, if more than two (2) wells are drilled from the Drillsite, then commencing with the third (3rd) well and for each well drilled thereafter, Lessee shall pay Lessor the sum of Twenty-Five Thousand Dollars (\$25,000) per well drilled on the Drillsite as surface damages for each well drilled, regardless of whether such well is to be completed solely under the Leased Premises, or is to be completed with a producing interval off the Leased Premises. The payments shall be made prior to the commencement of drilling operations for each such well. The foregoing payments shall cover all surface damage claims relative to Lessee's operations on the Drillsite, provided that such surface damages are of the type normally associated with the drilling of an oil and gas well. Such payments do not cover any extraordinary surface damages or surface damages occasioned by the negligence, gross negligence or willful conduct of Lessee or any of its agents, representatives or contractors, nor shall such payments in any way alter or relieve Lessee of its obligations to repair and restore the surface of the Leased Premises to as near its original condition as is reasonably practicable.
- E. The Surface Easement granted herein for the purpose of allowing the Lessee access to the Drillsite is limited to those specific areas marked for access to such Drillsite on said attached Exhibit "B". All entrance gates to the Drillsite location identified on Exhibit "B" shall be maintained in first-class condition at all times so as to prevent the possibility of public access to such Drillsite location. With respect to any access road built or constructed by Lessee for access to the Drillsite location, such access road shall be constructed of hard-pack caliche or other comparable materials, without the necessity of the construction of concrete curbs. Any road constructed of hard-pack caliche shall be maintained at all times by Lessee in first-class condition, as an all-weather road free of ruts and obstacles that will cause the accumulation of water, and shall be designed and maintained in a manner which will permit the flow of water consistent with the adjacent area. Any road constructed by Lessee shall be no more than thirty (30) feet in width and shall be used by Lessee, its agents, representatives and contractors, solely for access to and from the Drillsite for operations hereunder. As additional surface damages, Lessee shall pay Lessor \$10.00 per linear foot for any newly constructed roads, with such payments being due no later than thirty (30) days after the completion of the construction of each such road. Lessee shall be responsible for fencing all access roads and the Drillsite location in a manner adequate to prevent Lessor's horses from entering the access road or Drillsite location. Unless otherwise agreed by Lessor in writing, fencing shall be constructed as sturdy three-rail no-climb fencing with wood or metal posts and rails, and adequate gates.
- F. Should Lessee desire to construct pipelines within the areas identified on Exhibit "B" for the location of such pipelines, Lessee shall pay to Lessor Ten Dollars (\$10.00) per linear foot for any and all pipelines laid on the Leased Premises. Payments for pipelines shall be made no later than thirty (30) days after the completion of the installation of each such pipeline. Prior to constructing any pipeline or pipelines on the Leased Premises, lessee shall submit to Lessor Lessee's plan for the location of any such pipelines. Lessor shall have fifteen (15) days from receipt of Lessee's plans to approve or disapprove of Lessee's plans, Lessor's consent to be given or withheld in Lessor's reasonable discretion. Lessee agrees to bury any pipelines so that the top thereof will be at least thirty-six (36) inches below the existing ground level contour, except and provided that, where said lines cross any drainage ditch, creek, slough or other waterway. Lessee shall install and maintain proper and suitable erosion control measures to minimize ground erosion and be in compliance with Texas and federal ground water pollution guidelines.

Lessee shall place line posts or markers at minimum intervals of every one hundred (100) feet along any buried pipeline.

- G. Upon payment to Lessor of the amount of \$10,000, Lessee shall have the temporary right to use a portion of the Leased Premises outlined in red on Exhibit "B" attached hereto (the "Temporary Use Tract") as may be necessary or appropriate for the purpose of constructing and using a lined fresh water tank (the "Tank") approximately three hundred (300) feet by three hundred (300) feet (300' x 300') in dimension and approximately eight (8) feet deep, to store fresh water in the Tank and to lay on the surface for the Temporary Use Tract temporary water lines for the purpose of transporting water stored in such Tank to the Drillsite identified on Exhibit "B". Before constructing the Tank, Lessee shall provide Lessor a written drawing depicting the exact physical location of the Tank and obtain written consent of Lessee to such location, which consent shall not be unreasonably withheld, conditioned or delayed. The Tank shall be used solely for the purposes of holding fresh water in connection with Lessee's operations on the Drillsite. Additionally, before any use is made of the Tank, the Tank shall be fully lined in a manner which prevents the escape or runoff of any fresh water held in the Tank. The limited rights granted to Lessee herein for the use of the Temporary Use Tract shall terminate four (4) years after initial construction of the Tank is completed. Within ninety (90) days of the date of the termination of Lessee's right to use the Temporary Use Tract under the terms of this Agreement, Lessee shall, at its sole expense, return the Temporary Use Tract to its original state, as near as reasonably practicable.
- H. Lessee shall construct an all weather pad site not to exceed 3.75 acres for drilling and production activities (the "Drillsite"). The location of the Drillsite is identified on the attached Exhibit "B." The Drillsite shall be fenced and kept locked at all times except when such Drillsite is properly supervised. All tank batteries, well facilities and equipment maintained and operated by Lessee on the Leased Premises within the Drillsite shall be located within the immediate proximity to each of Lessee's wellsites. In addition to fencing the Drillsite, Lessee shall provide landscape screening for the Drillsite reasonably acceptable to Lessor.
- I. Lessee shall remove all of its trash, drilling mud and chemicals from the Drillsite, and shall level all ruts, ditches, and pits or excavations dug by it in its operations hereunder, and will restore the surface of the Drillsite as nearly as possible to its original condition within ninety (90) days after completion of the last well on the Drillsite, as provided herein (provided, however, no pits will be filled or leveled until they have dried) and Lessee will construct and maintain fences surrounding all pits and excavations until such pits and excavations are leveled. During drilling operations, all hazardous or poisonous waste or other substances shall be stored or placed in portable containers constructed and sealed in a watertight manner so that such substances cannot escape their containers. All such substances must be disposed of off the Leased Premises in accordance with all legal and regulatory requirements. Temporary lighting during drilling and completion operations on the Drillsite must be directed inward toward the center of the drilling pad and directed in a downward direction. Any permanent lighting installed on the Drillsite (such as security lighting or otherwise) must be amber, low illumination lighting and must also be directed inward towards the center of the Drillsite and reflected in a downward direction in a manner that does not cause reflected or direct illumination to affect any surrounding development. No production or other operations conducted by Lessee after completion of a producing well or wells shall produce a sound level greater than eighty-five (85) dB(a) when measured at a distance of three hundred (300) feet from the production equipment in questions. The noise level shall be the average of sound level meter readings taken consecutively at any given time from four (4) or more diametrically opposite positions, four (4) feet above ground level, when measured at a distance of three hundred (300) feet from the production equipment. Lessee shall not operate or permit to be

operated in connection with the operation of any producing well, any engine, compressor or motor driven machinery of any type which creates a sound level greater than seventy-eight (78) dB(a) when measured at a distance of three hundred (300) feet from the wellsite. The noise level shall be the average of sound level meter readings taken consecutively at any given time from four (4) or more diametrically opposite positions measured at a distance of three hundred (300) feet from the wellsite. All sound level measurements shall be made with a sound level meter conforming, at a minimum, to the requirements of the American National Standards Institutes.

- J. Lessee is prohibited from constructing or installing on the Leased Premises any injection plants, treatment plants, processing plants, or any other similar plants or storage facilities. Lessee shall construct only those facilities necessary for the operation, production, marketing and storage of hydrocarbons and associated liquids produced from wells drilled from the Drillsite tract, but not otherwise. Lessee shall not construct any permanent buildings or structures on the Leased Premises except for temporary mobile buildings used during drilling, completion or re-working operations.
- K. In the exercise of the rights and privileges herein granted to it, Lessee will exercise, and will cause all of its employees, agents, contractors and subcontractors to exercise, utmost care to prevent damage to the Leased Premises and any improvements, property or vegetation thereon and to prevent disruption of the use and enjoyment by Lessor thereof. Lessee shall at its own expense maintain and keep all drill sites, fences, gates, or other improvements, if any, located thereon, and all production facilities, including wellhead, tank batteries, separators and other equipment, in good repair and condition throughout the term of the Lease, with all facilities and equipment to be kept properly painted to blend with the surrounding area. Neither Lessee nor any employee, agent, contractor or subcontractor of it shall: (1) cut any trees or cut any branches with a diameter in excess of 12 inches located outside of Drillsite or access road shown on Exhibit "B"; (2) hunt or fish on the Leased Premises; or (3) possess any firearms or weapons on the Leased Premises.

27. LESSEE'S USE OF WATER

Lessee shall not have the use of water from existing tanks or water wells or streams or ponds without the consent of Lessor and agreed compensation therefore. Agreed compensation for Lessor's surface water shall be Twenty Cents (\$0.20) per barrel for drilling and completion operations. Lessee shall use Lessor's surface water only in connection with drilling and completion operations conducted on the Drillsite. Lessor's consent may be granted or withheld in Lessor's sole discretion. In the event Lessee, with the consent of Lessor, drills a water well upon the Leased Premises for use in its operation, then upon cessation of such operations, and at Lessor's request, said water well and all pipe and connections constructed in connection therewith will be assigned to Lessor, who shall assume all rights, responsibilities and liabilities for the operation and maintenance of said water well. Lessee shall not have the right to establish or utilize facilities for the surface or subsurface disposal of salt water on the Leased Premises.

28. OFF-SITE WELLS AND OVERRIDING ROYALTY

- A. For the same consideration, Lessor grants to Lessee the right to drill, operate, and produce one or more directional or horizontal wells with surface locations on the Drillsite as defined in Paragraph 26, to other lands not covered by this Lease and not pooled with any lands covered by this Lease, in order to produce or develop minerals not covered by this Lease or lands pooled therewith ("Off-Site Wells"). In connection therewith, Lessor grants unto Lessee, its successors and assigns, a surface and subsurface easement and right-of-way to provide Lessee ingress to and egress from, and the right to use and occupy, the surface of the Drillsite for Off-Site Wells, and an exclusive subsurface easement for a well bore

or well bores to drill across, through and under the Drillsite and Leased Premises. Lessee's easement and right-of-way granted herein shall be subject to the limitations set forth in paragraph 26 above and shall include the right to use all roads now or hereafter located on the permissible areas identified on the attached Exhibit "B" that will allow Lessee ingress to and egress from the Drillsite for all surface and subsurface operations as may be necessary or desirable for the operation and production of the Off-Site Wells, including, without limitation, drilling, testing, equipping, producing, completing, operating, deepening, reworking, plugging back, laying pipelines, plugging and abandoning, and performing all other associated surface and subsurface operations. In the event Lessee or its successors drill any Off-Site Wells, Lessee shall assign to Lessor an overriding royalty interest, before the commencement of drilling any such Off-Site Well, which overriding royalty interest shall be equal to the greater of (i) the difference between twenty-five percent (25%) and the royalty for each lease pooled into a unit for such Off-Site Wells, on a lease-by-lease basis; or (ii) an overriding royalty equal to two percent (2%) of 8/8ths of all oil, gas and associated hydrocarbons produced through the well bore of such Off-Site Wells.

- B. If this Lease terminates as to the Leased Premises, or any portion thereof, the surface and subsurface easement and right-of-way herein granted to Lessee, shall nevertheless survive such termination, and Lessee shall continue to have the right to use the Drillsite and subsurface of the Leased Premises to drill, test, equip, produce, complete, operate, deepen, rework, plug back, lay pipelines, plug and abandon, and perform all other associated surface and subsurface operations as may be necessary or desirable for the operation and production of the Off-Site Wells, for so long as Lessee produces oil or gas from the Off-Site Wells or maintains a lease on which an Off-Site Well has been drilled, by payment of shut-in royalties, operations or as otherwise provided therein, and Lessee shall continue to have the right of ingress and egress over, under and across the Leased Premises to the Drillsite for the above-stated purposes; provided, however, that any such ingress and egress shall continue to be limited to the access road(s) and entry points identified on the attached Exhibit "B"
- C. For wells drilled from the Drillsite which include all or a portion of the Leased Premises in a pooled unit, Lessee shall assign to Lessor an overriding royalty interest equal to the greater of (i) the difference between twenty-five percent (25%) and the royalty for each lease pooled into the unit for such wells drilled, on a lease-by-lease basis; or (ii) an overriding royalty equal to two percent (2%) of 8/8ths of all oil, gas and associated hydrocarbons produced through the well bore of each well, provided that the overriding royalty interest to be conveyed to Lessor (whether (i) or (ii)) shall be proportionately reduced by the portion of the Leased Premises included within a pooled unit for such well so that Lessor's overriding royalty interest in such well shall be multiplied by a fraction, the numerator of which is the acreage covered by the Leased Premises within the pooled unit and the denominator of which is the total number of acres within the unit. For example, if the pooled unit contains one-hundred (100) acres, of which twenty (20) acres are from the Leased Premises, the overriding royalty interest shall be reduced by 1/5th. Any overriding royalty interest assigned pursuant to this Paragraph 28 shall be paid without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, or marketing the oil or gas on which such overriding royalty interest is paid.

29. OPERATIONS

With respect to the provisions of Paragraph 5 of the Printed Form dealing with drilling operations on the Leased Premises, the term "commences operations for drilling" or any such similar phrase shall be defined to mean the actual entry of a drill bit in the ground in use with a drilling rig capable of achieving the total depth permitted and approved on Lessee's permit filed with the

Railroad Commission of the State of Texas, into the soil of the Leased Premises and the timely prosecution of actual drilling operations in accordance with sound and prudent practice in the oil and gas industry. Notwithstanding anything to the contrary herein, Lessee agrees that it will only develop the Leased Premises from a surface location on the Drillsite identified on Exhibit "B". Prior to utilizing the Drillsite to drill any Off-Site Wells, Lessee shall first drill a well that includes the Leased Premises. If Lessee has not commenced any drilling operations on the Drillsite prior to the expiration of the Primary Term of this Lease, Lessee shall, within thirty (30) days, release and file of record with the county Clerk of Tarrant County, Texas a release of the entire Leased Premises described herein.

II. The following new paragraph 31 is added to the Lease:

31. ADDITIONAL ACREAGE

The land covered by this Lease shall include all strips and gores, streets, easements, highways and alleyways adjacent thereto. Accordingly, and notwithstanding anything to the contrary herein, the acreage of said land covered by this Lease shall be calculated to the center of any adjacent streets, highways or alleyways for purposes of calculating and paying any bonus or royalty if it is determined that Lessor owns such additional acreage.

III. Except as expressly amended hereby, all of the remaining terms and provisions of the Lease and the July 2008 Lease Amendment shall remain in full force and effect.

IV. This Amendment shall inure to and be binding upon Lessor and Lessee, and their respective heirs, successors and assigns.

Lessor:

Lessee:


Gary A. Noland

XTO Energy Inc.

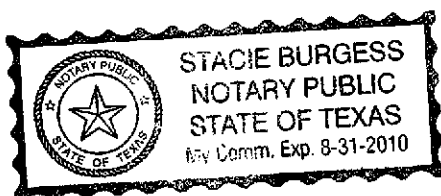
By:  *Edwin S. Rye*

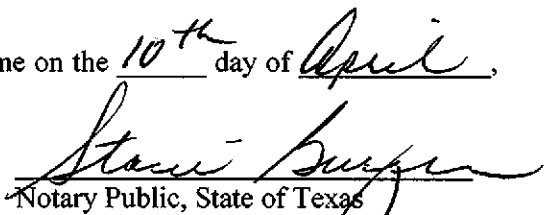

Millie T. Noland

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, on this day personally appeared **Gary A. Noland**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN BEFORE ME me on the 10th day of April, 2009.

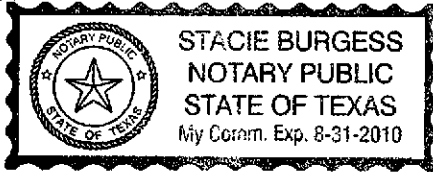



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, on this day personally appeared **Millie T. Noland**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN BEFORE ME me on the 10th day of April, 2009.

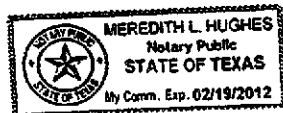


Stacie Burgess
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, on this day personally appeared **Edwina S. Ryan, Jr.** acting as **Sr VP-Land Admin** for **XTO Energy Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same in the capacity and for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN BEFORE ME me on the 24th day of April, 2009.

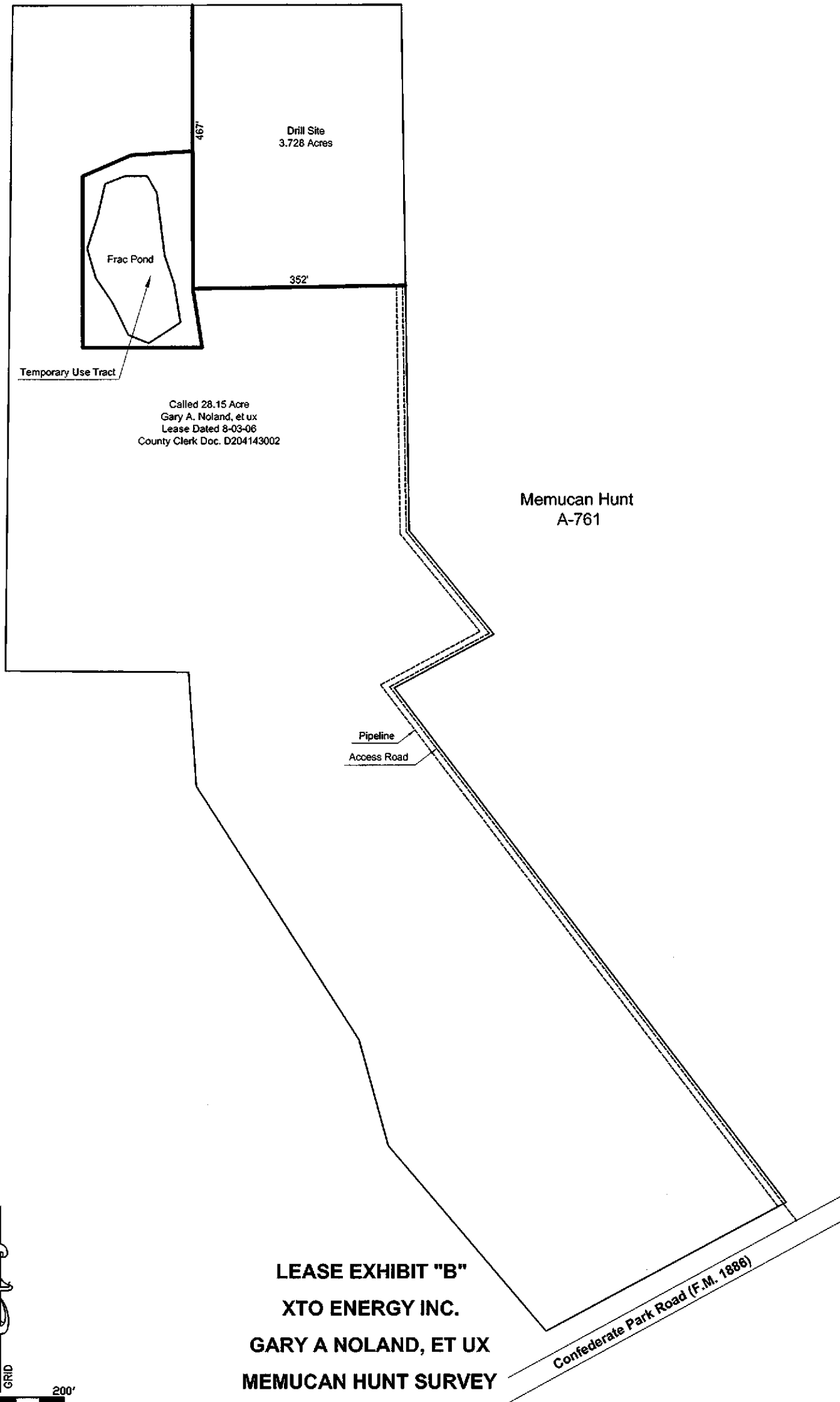


M. Hughes
Notary Public, State of Texas

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Exhibit "B"



LEASE EXHIBIT "B"
XTO ENERGY INC.
GARY A NOLAND, ET UX
MEMUCAN HUNT SURVEY
ABSTRACT NO. 761
TARRANT COUNTY, TEXAS
SCALE: 1" = 200'

January 26, 2009.
The location shown hereon was staked from tract lines as evidenced by occupation. Distances shown are not intended to be definitive in establishing title boundaries. The acreage shown hereon were provided by others. Bearings are based on NAD 27 State Plane Coordinates.

FOR THE EXCLUSIVE USE OF
XTO ENERGY INC.

From the Office of ELS Surveying & Mapping, Inc. /
Harry L. Johnson & Associates - Aledo, Texas

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